**Shareholders Agreement**

(blue text indicates options)

**between**

[INVESTOR 1]

[INVESTOR 2]

[SHAREHOLDER B]

[SHAREHOLDER C]

[FOUNDER A]

[FOUNDER B]

[FOUNDER C]

**concerning**

[TARGET]

**dated**

[DATE]

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**This agreement is made on \_\_\_\_\_\_\_\_\_\_ between:**

1. **[INVESTOR 1]**, established at [ADRES], registered with the trade register of the Netherlands Chamber of Commerce under number [ \_\_ ], with e-mail address [ \_\_ ] and [ \_\_ ] (“**[Investor 1]**”);
2. **[INVESTOR 2]**, established at [ADRES], registered with the trade register of the Netherlands Chamber of Commerce under number [ \_\_ ], with e-mail address [ \_\_ ] and [ \_\_ ] (“**[Investor 2]**”);
3. **[SHAREHOLDER B]**, established at [ADRES], registered with the trade register of the Netherlands Chamber of Commerce under number [ \_\_ ], with e-mail address [ \_\_ ] (**[SHAREHOLDER B]**);
4. **[SHAREHOLDER C]**, established at [ADRES], registered with the trade register of the Netherlands Chamber of Commerce under number [ \_\_ ], with e-mail address [ \_\_ ] (**[SHAREHOLDER C]**);
5. [Mr. / Ms.] [**FOUNDER A**], residing at [ADRES], with e-mail address [ \_\_ ] (**[FOUNDER A]**);
6. [Mr. / Ms.] [**FOUNDER B**], residing at [ADRES], with e-mail address [ \_\_ ] (**[FOUNDER B]**);
7. [Mr. / Ms.] [**FOUNDER C**], residing at [ADRES], with e-mail address [ \_\_ ] (**[FOUNDER C]**);

and

1. **[TARGET]**, established at [ADRES], registered with the trade register of the Netherlands Chamber of Commerce under number [ \_\_ ], with e-mail address [ \_\_ ] (**Company**).

**Whereas:**

1. The Company conducts a business in the field of [BUSINESS ACTIVITIES].
2. All parties have engaged in this relationship based on the alignment between the Company's Mission, as specified below, and their investment philosophies and impact goals. This strategic alignment forms the foundation of the partnership and underpins the collaborative approach to achieving the Company’s objectives.
3. Together, all parties are dedicated to advancing the Company’s Mission to generate measurable positive social and environmental impacts alongside financial returns. This dual focus ensures that the value generated by the Company benefits a broad range of stakeholders, which include the Shareholders, while promoting long-term sustainability and avoiding Mission drift.
4. The capitalization of the company is set out in the cap table (**schedule (B)**).
5. In this agreement the parties want to lay down their arrangements on governance and conduct in respect of their participations in the Company.

**The parties have therefore agreed as follows:**

1. **Interpretation** 
   1. The definitions set out in **schedule 1.1** apply in this agreement.
   2. The parties agree to do everything necessary to give full effect to this agreement. This includes cooperating in preparing and signing all required documents, holding meetings, giving approvals, voting on their Shares, and ensuring that their nominees on the various corporate bodies and the Group Companies follow the rules set out in this agreement.
2. **[Effective date and termination Old Shareholders Agreement]**
   1. [This agreement comes into effect and the rights and obligations of the parties as contemplated by this agreement are subject to the condition precedent (*opschortende voorwaarde*) that the subscription agreement dated around the Closing Date has been signed and all actions set out in article [4.2] (Closing) of said agreement have been executed.]
   2. [The parties to the shareholders’ agreement concerning the Company dated [ \_\_ ] (in this article **Old Shareholders Agreement**) hereby terminate the Old Shareholders Agreement as per the becoming effective of this agreement, provided that: (i) any provisions of the Old Shareholders Agreement terminating prior agreements in full or in part remain unaffected; and (ii) the old Shareholders Agreement remains the legal basis for any performances under the Old Shareholders Agreement during its term and (iii) the provisions of the Old Shareholders Agreement that are intended to survive termination will continue to remain in full force and effect with respect to any previous Shareholders of the Company that have been a party to the Old Shareholders Agreement.]
3. **Mission and Mission Commitments, Investor Intent and guiding principles**

*Mission and Mission Commitments*

* 1. The mission of the Company is:

[to achieve [o*verarching objective*], while ensuring [*positive societal and environmental impact*] for [*the Company’s* *main stakeholders, including the environment and society at large*]] (**Mission**).

* 1. All parties commit to the following (**Mission Commitments**):
     1. Uphold responsible business practices by:
        1. integrating ESG considerations into its decision-making processes and proactively assess the environmental and social impacts of its activities;
        2. respecting fundamental human rights and labour rights, at a minimum in accordance with local laws and universally agreed minimum standards relevant to the company size and sector;
        3. [additional relevant commitments based on deal specifics]; and
     2. Create value for a broad range of stakeholders across short, medium, and long-term horizons.
  2. **Importance**. The Mission and Mission Commitments direct the Management Board and Supervisory Board and Shareholders in defining their roles and responsibilities and all parties commit to have them play a leading role in the decision-making process and operations of the different corporate bodies of the Company. The parties commit to continuously allocate sufficient monetary and team resources to achieve the Mission and the Mission Commitments.
  3. **Mission Lock**. Changing or deviating from the Mission or Mission Commitments or expansion or changes to the business activities of the Company not being in line with the Mission or Mission Commitments, requires the prior approval of [the General Meeting with a supermajority of [75%] of the votes cast/as well as the affirmative vote of [INVESTOR A/The Investor Majority]/the Golden Share].
  4. **[Golden** **Share**. A Golden Share is created to prevent Mission drift. The Golden Share shall initially be owned by [SHAREHOLDER]. It may be transferred to a successor at the request of either the Golden Share holder or the General Meeting. However, the Golden Share must always be held by a legal entity that (i) is structured as a stichting or an equivalent foreign entity, (ii) includes in its purpose the oversight of companies in which it holds shares to ensure compliance with their mission, and (iii) maintains sufficient independence from the Company, its employees, Management Board members, and their Affiliated Parties. The Company will cover the reasonable costs incurred by the holder of the Golden Share in fulfilling its duties under this agreement.]
  5. **Impact Policy**. To further the Mission and the Mission Commitments, all parties commit to the Impact Policy attached as **schedule 3.2**.

*Shared Vision*

* 1. The parties are exploring this Transaction as the Mission aligns with the investment philosophy and impact agenda of [Investor A /the Investors]. [Investor A /each Investor] as well as the Company seeks measurable positive social and environmental impacts along with financial returns.

*Guiding Principles*

* 1. The collaboration between the parties is governed by the guiding principles outlined in **schedule 3.8**. These principles will also serve as a basis for resolving situations not explicitly addressed in this agreement or for adjusting provisions that were established based on incorrect assumptions, ensuring they are replaced with mutually agreed-upon terms.

1. **Management Board**

*Composition and Responsibilities*

* 1. **Composition**. At the effective date of this agreement, the Management Board will consist of [the Founders]. All members of the Management Board [,as well as two Managers jointly/each Manager individually,] are authorized to represent the Company.
  2. **Duties**. The Managers must act in accordance with the Articles of Association, this agreement, and the Management Agreements. When acting in the best interest of the Company, the Management Board must consider the interests of a broad range of stakeholders.
  3. **Commitment**. The Managers commit themselves vis-à-vis the Investors for a period of at least three years after the Closing Date, to be available on a full-time basis to work for the Company to the best of their abilities.
  4. **Appointment and Dismissal***.* The General Meeting is responsible for the appointment, dismissal, and suspension of Managers, with prior approval of the Investor Majority [and following a nomination by the Supervisory Board, once installed]. [If a resolution to dismiss or suspend a Manager is proposed, any Shareholder who is the same person as the Manager or an Affiliated Party of the Manager will abstain from the deliberations and voting on such resolutions].
  5. **Diversity and Expertise**: The parties shall strive to ensure that the Management Board is gender-balanced and inclusive, with adequate expertise in sustainability and impact.

*Reserved Matters*

* 1. **Management Board Actions**. The Management Board is not allowed to take any of the actions set out in **schedule 4.6** without prior written approval of the Supervisory Board, unless it is explicitly included in the Budget that has been approved in accordance with article 6.3. This rule extends to the management boards of any subsidiaries, who are also not allowed to take any actions listed in in **schedule 4.6** or pass any of the resolutions set out in **schedule 6.2** without the same required consents, unless these actions are explicitly included in the approved Budget
  2. **Investor Cooperation**. All Investors must cooperate with the approval process set out in article **4.6**. They shall not unreasonably condition or unreasonably withhold their approval. Investors will use best efforts to vote within 8 days after receiving a request that provides sufficient details to make an informed decision and allows for discussions with the Management Board if needed. [For the actions set out in sections [(c)] and (i)] of **schedule 4.6**] t/The Investors who have not cast their votes within a term of [14] days of having been provided with a request thereto are considered to have consented to the proposed action]. This automatic consent is conditional upon Investors receiving at least one reminder to vote at least 3 business days before the deadline, and a direct reminder from the Company, either in person or by phone, at least 3 business days before the deadline expires.

*Other*

* 1. **Performance**. The Management Board’s performance will be reviewed annually by the General Meeting, which also decides on bonuses and other incentives. The entire workforce will be polled anonymously to assess Management Board performance, ensuring transparency and accuracy.
  2. **Insurance**. The Company will obtain and maintain insurance from a reputable insurance company to cover damages and personal liability that the members of the Management Board may incur related to their duties. The premiums for this insurance will be paid by the Company.

1. **Supervisory Board**
   1. **Formation**. At the request of [Investor A /the Investors with Investors Majority], the Company shall install a Supervisory Board.
   2. **Composition**. The Supervisory Board will consist of three independent members, [with independent meaning not having relations with any of the parties or their Affiliated Parties that could compromise their ability to make unbiased decisions **OR** whereby a Supervisory Director is not considered independent if they [or their close relatives (spouse, partner, foster child, or close family)] receive personal financial compensation from the Company or its Affiliated Parties beyond their role as a Supervisory Director, hold a management position in a company where a Manager of the Company serves as a supervisory director, directly or indirectly own at least 2.5% of the Company's Shares (alone or in coordination with Affiliated Parties), or represent an entity that holds at least 2.5% of the Shares]. [INVESTOR A /The Investor Majority] may nominate one member of the Supervisory Board and the Founders may nominate one member of the Supervisory Board. The third member shall be nominated by the other Supervisory Board members jointly. All members are appointed by the General Meeting. The Shareholders shall vote in accordance with the aforementioned nominations. The party nominating a member of the Supervisory Board, may also decide about suspension or dismissal of the respective member of the Supervisory Board.
   3. [**Resignation Schedule**: In the event of new Investors, should the count of Investor-nominee Supervisory Board seats threaten to equal or surpass the number of other seats, or exceed five total members, the Investor with the lowest shareholding participation shall be required to resign. This resignation must occur before the appointment of the new Investor nominee is finalized, ensuring the majority of the Supervisory Board remains independent and the total number of members does not exceed five.]
   4. **Diversity and Expertise.** Nominators should ensure that the Supervisory Board includes a balanced mix of individuals with relevant expertise, also in sustainability and impact, and that the board is gender-balanced and operates with independence and critical oversight.
   5. **Remuneration and Expenses.** The Company will cover the remuneration (if any) of the Supervisory Board members . The General Meeting will determine the specifics of such remuneration. All Supervisory Board members will be reimbursed for reasonable travel costs and other expenses related to their duties.
   6. **Information Rights and Duties.** The Management Board will share the financial information that is provided to the Shareholders under article 8.1 at the same time with the members of the Supervisory Board. Each Supervisory Board member in addition has the right to all necessary information and documentation to fulfill their fiduciary duties, including the rights to request additional information, inspect company facilities and books, and meet with staff.
   7. **Liability Insurance.** The Company will obtain and maintain insurance from a reputable insurance company to cover damages and personal liability that the members of the Supervisory Board may incur related to their duties. The premiums for this insurance will be paid by the Company.
   8. **Absence Supervisory Board.** Until a Supervisory Board is installed, all approval rights attributed to the Supervisory Board pursuant to this agreement will be exercised by the General Meeting with the affirmative vote of the Investor Majority.
2. **General Meeting**
   1. Each Share entitles the holder thereof to cast one vote.
   2. All resolutions in the General Meeting are adopted by simple majority, except that the resolutions set out in **schedule 6.2** require the approval of the Investor Majority.
   3. **Remote and Written Resolutions:** Shareholders may pass resolutions without convening a physical meeting if all persons entitled to attend general meetings agree. Resolutions can then be conducted via telephone, video conference, email, WhatsApp, SMS, etc., and must be confirmed in (electronic) writing as soon as practicable thereafter in a form that is traceable, reproducible, and distributable. Each Shareholder commits irrevocably to consenting to this process when requested and to endeavour to vote within [8] days of such a request. However, this does not oblige any Shareholder to vote in favour of a resolution.
3. **Business Plan and Strategic Performance Metrics** 
   1. The Management Board will translate the Mission and the shared vision of the parties into actionable short, medium, and long-term strategies. These strategies will be quantified using measurable, business, financial, and impact metrics and targets (**Strategic Performance Metrics**), which will form the basis of the annual Business Plans. Changes to these Strategic Performance Metrics require approval from the Investor Majority.
   2. Every year, at least two months before the financial year ends, the Management Board must prepare a Budget and Business Plan (including impact KPI’s, being science and research-based measurable targets that ensure that possible risks and adverse impacts on the Company and its stakeholders (including on their human rights, social, health and environmental impacts) are proactively identified, prevented, addressed and remediated) based on the Strategic Performance Metrics and submit it to the Investors for approval by the Investor Majority.
4. **Financial and non-financial information**
   1. The Management Board will provide Shareholders with the following financial and non-financial information:
      1. **Monthly/Quarterly**. Within two weeks after each month-end during the first year following the Closing Date, the Management Board will provide reports that include a profit and loss account, a balance sheet, a cash flow statement, a forecast regarding the Budget, and details on the progress regarding the Strategic Performance Metrics, impact performance, implementation of Mission safeguards, consideration of stakeholder interests, any disputes or grievances, key HR metrics, and other relevant topics in a form approved by [Investor A /the Investors]. After the second anniversary of the Closing Date the aforementioned report will be provided quarterly within two weeks of each calendar quarter;
      2. **Annually**: The Management Board is required to deliver, within four months after the end of the financial year:
         1. the annual accounts prepared by the Company’s accountant;
         2. an impact report outlining the realized positive impacts of the preceding year and the progress on the Strategic Performance Metrics must be provided to [Investor A/the Investors] in a form approved by [Investor A/the Investors].
      3. **On Request**. The Management Board will further provide the Investors with all information in respect of the Company and its operations that is reasonably requested by one or more of the Investors from time to time[, including all information necessary] to comply with supervision regulations, including the SFDR. The Investors agree to collaborate to define a consistent and uniform set of metrics, reporting frequency, and data collection processes.
   2. **EFRAG SME Standards.** To align reporting and address reporting obligations applicable to certain Investors or partners but not directly to the Company, Investors will in review and, where applicable, align their reporting requirements with the Voluntary SME Sustainability Disclosure Standard prepared by EFRAG and the Company shall ensure that its reporting processes and templates conform to this standard to support Investors' compliance with frameworks such as CSRD, ISSB Standards, and SFDR. Both Investors and the Company commit to implementing the necessary adjustments within [6] months following [the Closing Date/a request by an Investor].
   3. **Group Reporting**. If the Company has any subsidiaries, the Management Board will provide the aforementioned reports and information to the Shareholders, also with regard to the Company’s subsidiaries, and the Management Board will provide consolidated statements and reports.
   4. **Impact Audit**. [Investor A/The Investor Majority] has the right to request an independent expert to produce an impact audit report on the impact-targets of the Group Companies whenever deemed necessary for enhancing the professionalization of the Company's impact-reporting. The independent expert will be nominated by the Supervisory Board with the prior approval of [Investor A/the Investor Majority]. [After the first anniversary of the Closing Date, all impact reports will be audited by such independent auditor.]
   5. **Inspection Rights**. The Shareholders who, solely or collectively, hold at least 10% of the outstanding Shares may examine the accounting records and other information of the Company and its subsidiaries at their own expense. The Management Board is obligated to cooperate fully and allow inspection of all accounts at the Company's office as far as reasonably possible. The Company may make necessary redactions to or restrict access to the information provided under this article to protect the legitimate interests of the Group Companies. Such decisions to restrict access must be supported by the majority of the Supervisory Directors and may be necessary in cases of potential conflicts of interest or for strategic or commercial confidentiality reasons.
5. **Employee participation plan**
   1. On or shortly after the Closing Date, the parties intend to set up an employee participation plan (**EPP**) in order to retain and motivate employees and contractors. The EPP will be prepared by the Management Board and approved by the General Meeting, including Investor Majority, taking into account the following principles:
      1. if the EPP comprises of the issuance of Shares or rights to Shares (e.g. options, stock appreciation rights, or depositary receipts for shares), then these Shares or rights to Shares will represent a maximum of [10]% of the total issued share capital of the Company on a fully-diluted basis at the moment immediately following Closing;
      2. [the share interest of the Investors in the Company will not – in its entirety or financially – dilute as a result of the setup of the EPP;]
      3. the Management Board will decide at its discretion who will be eligible for the granting of Share or rights to Shares under the EPP and to effectuate such grants, and the power to issue new Shares under the EPP will be delegated to the Management Board, on the conditions that (i) the Management Board acts in accordance with the approved EPP, (ii) the Investors will be informed before each grant, and (iii) grants to Managers, Shareholders, or Affiliated Parties [and any grants in excess of [ \_\_ ] of the available EPP pool to an individual person] require prior approval of the Investor Majority.
6. **Transfer of Shares; tag along; drag along**
   1. **General.** No party shall transfer Shares in a manner that is inconsistent with this agreement. Any transfer of Shares is only allowed if the acquiring party:
      1. is aligned with the Mission and is willing to undertake to commit to the Mission and Mission Commitments and articles 3.1 through 3.3, to be determined by the [holder of the Golden Share /Supervisory Board]; and
      2. adheres to the terms of this agreement and the ancillary documents, insofar as applicable, by entering into a Deed of Adherence, unless the future shareholder acquires 100% of the outstanding share capital in the Company.
   2. **Lockup. [**The Founder Holdcos/all Shareholders] shall not sell their Shares or transfer their economic rights to these shares [as long as the Investors are Shareholders/for a period of 5 years following the Closing Date], unless with prior approval of the Investor Majority[provided that as of the second anniversary of the Closing Date, each Founder Holdco is authorized to without such approval sell and transfer up to 30% of its Shares *in connection with a secondary transaction*]. Each Founder shall cause no Change of Control to occur concerning their direct or indirect participation in the Company, unless with prior approval of the Investor Majority.
   3. **Right of First Refusal and tag-along**. A Shareholder is only allowed to sell and transfer one or more of its Shares if the Shareholder has first offered its Shares to the other Shareholders in the manner as specified in the Articles of Association, without acceptance of the offer. In addition all other Shareholders have the right to co-sell their Shares at the same price and on the same terms to the intended purchaser of the offered Shares; if the intended purchaser is not willing to purchase all offered Shares, Shareholders have the right to sell part of their Shares to the intended purchaser in proportion to the number of Shares held by them (tag along right).
   4. **Drag Along Right.** If a Third Party offers to buy all Shares and is aligned with the Mission and the Mission Commitments and the offer is approved the General Meeting [with 2/3rd of the votes cast], including the Investor Majority, all Shareholders must sell their Shares under the same terms, [provided that Shareholders receive at least a value equal to [1x] the purchase price they paid for their Shares]. Such sale will not require [Shareholders/Investors] to provide any warranties beyond basic ownership and the capacity to sell, or accept any restrictive covenants and their liability will be capped at the proportionate share of the sales price. The right of first refusal does not apply to this drag along right.
   5. **Permitted Transfers**. Each Investor may freely dispose of its Shares and assign all its rights and obligations under this agreement to an Affiliated Party (except for Family Members and entities under Control by Family Members), on the condition that this Affiliated Party becomes a party to this agreement. In that case the Shareholders shall waive their rights under the transfer restrictions covered by the Articles of Association and this agreement.
   6. **Prohibited Transfers**: Shareholders are prohibited from transferring their Shares to any Prohibited Person, unless such transfer is approved by the Supervisory Board. The Company shall not issue or allot any Shares to any Prohibited Person.
   7. **Put Option**: Each Investor may sell their Shares back to the Company, or if not legally possible, to other Shareholders proportionately, for a nominal sum (e.g., EUR 1.00) within 30 days of making a request thereto.
   8. **Founder Commitment**: If a Third Party acquires all the Shares and requires Founders to continue working for the Company, the respective Founders must remain for six months under the same or similar terms as their current management agreements. If a longer commitment is needed, new terms must be negotiated.
   9. **Encumbrance**. The Shareholders shall not create any Encumbrance over their Shares, unless with prior approval of the Investor Majority.
7. **Mandatory Share Offer**
   1. If at any given time any of the following circumstances should apply to a Shareholder (in this article the **Defaulting Shareholder**):
      1. if a Shareholder is dissolved, wound up, declared bankrupt (*faillissement*), files a petition for the suspension of payment (*surséance van betaling*), files for its own bankruptcy, receives court confirmation of extrajudicial restructuring plans (*WHOA*) or is subject to other insolvency proceedings;
      2. a Change of Control without approval of the Investor Majority, provided this does not apply with respect to the Investors;
      3. a member of the management board of a Shareholder being convicted of a severe and wilful criminal offence carrying a minimum punishment of 1 (one) year imprisonment, which in the joint opinion of the other Shareholders, acting reasonably, could cause considerable harm to the Group Companies’ reputation;
      4. a breach by any Shareholder or any of its ultimate beneficial owners (to be assessed pursuant to Dutch Law), or any member of the management board of any of them, or any of their Affiliated Parties of any Sanctions, or any of them qualifying as a Prohibited Person, it being understood that the foregoing does not apply to any Shareholder in which the shares are (indirectly) publicly traded if such breach relates to a Prohibited Person holding less than 3% of the (indirectly) publicly traded shares in a Shareholder;

in this article each **Mandatory Offer Circumstance,** provided that such Mandatory Offer Circumstance has not been remedied (if capable of remedy) within 30 (thirty) days of having occurred, such Defaulting Shareholder must offer its Shares to the other Shareholders within two weeks after such remedy period has lapsed (or occurrence of the Mandator Offer Circumstance if no remedy is possible).

* 1. The price to be paid for Shares sold as a result of a Mandatory Offer Circumstance (in this article **Mandatory Offer Price**) shall be equal to:
     1. [75%] of the Fair Market Value upon the occurrence of a Mandatory Offer Circumstance set forth in article 11.1(a); or
     2. [50%] of the Fair Market Value upon the occurrence of a Mandatory Offer Circumstance set forth in set forth in article 11.1(b), 11.1(c), or 11.1(d); and
     3. Any Shares offered but not accepted by the other Shareholders shall be transferred to a Trust Office Foundation in the manner as set out in article 16.5(b).

*Resignations from board positions*

* 1. Immediately upon a Mandatory Offer Circumstance applying to a Shareholder, such Shareholder shall resign or ensure that any of its nominees resigns from all board positions within the Group Companies that it or any nominee holds at that point in time.
  2. Insofar as a Shareholder is also subject to the leaver arrangements set out in Article 16, the obligations set out therein shall prevail over the obligations in this Article 11.

1. **Profit Distributions** 
   1. Profits will be distributed among the shareholders pro rata the number of Shares (with profit rights) held by each Shareholder. Profits will be distributed to Shareholders only to the extent that they do not undermine the Mission and growth objectives. At least [30]% of annual [net profits/free cash flow] will not be distributed but be allocated to a Mission-reserve, which shall be a non-distributable reserve with the aim to accelerate the Company’s Mission, with allocations thereof being resolved on by the Supervisory Board [with prior approval of the General Meeting with the affirmative vote of the Investor Majority] and with reporting on such allocations being included in the impact report of the Company.
2. **Exit Arrangements**
   1. **Exit Strategy.** The Investors and other Shareholders are committed to participating in the Company with the dual objective of achieving both a financial return and an impact return on investment. The Company is dedicated to pursuing long-term sustainable success, in alignment with its Mission and the parties’ shared vision. Recognizing this long-term nature of the participation, all parties agree that any exit strategy should ideally extend beyond [seven] years. This timeframe is designed to accommodate the achievement of the Company’s Mission and the parties’ shared vision.
   2. **Exit Plan**.The Management Board, in collaboration with Investors, Founders and other Shareholders, will upon the first request of one of the Shareholders commence the development of a detailed exit plan to guide this process, which the Management Board is responsible for implementing and which will require approval by the General Meeting with the affirmative vote of the Investor Majority.
   3. **Investor Exit**. While the Investors aim to participate in the Company for the long term, should any of the Investors wish to pursue an exit of its interest in the Company after the [7th] anniversary of the Closing Date, then the Company shall be obliged to use all reasonable efforts to facilitate such an exit within a reasonable timeframe. Once a prospective exit opportunity been identified all parties will co-operate to complete such actions and will act in good faith in order to effect such exit[, including by waiving of their tag along rights [and rights of first refusal].
   4. **Allocation Proceeds**. In the event of a Liquidity Event all Shareholders shall have equal rights to the Liquidity proceeds, which shall be distributed pro-rata to the number of Shares held by each of them.
3. **Pre-emption**
   1. The Company will only issue Shares to any new Shareholder if the new Shareholder has signed this agreement in advance by signing the Deed of Adherence.
   2. In the event of an issuance of Shares, each Shareholder (except for a trust office (*stichting administratiekantoor*) established for an approved EPP or a Good Leaver or Mandatory Offer Circumstance) has a pre-emption right in proportion to the total number of its Shares. [Any pre-emption rights not exercised by a Shareholders will subsequently accrue to the other Shareholders who have exercised their pre-emption right in proportion to the total number of their Shares.] For each Investor, the term Shareholder in this clause also includes its Affiliated Parties (e.g. successor funds).
   3. For each issue of Shares for an approved EPP or based on article 15.1, the pre-emption rights are excluded.
4. **Anti-dilution**
   1. The Investors are protected against dilution of their shareholding in the Company on a weighted average basis, such that in a Down Round each Investor may cause the Company to issue additional Shares at their nominal value (in this article: **Compensating Issue**), paid up insofar as possible by debiting the freely distributable reserves of the Company.
   2. In the event of a Down Round, each Investor will be put in the situation as if it had invested at the weighted average price, which is calculated with the following formula:

WAP = the weighted average price

P1 = the original subscription price paid by such Investor for the Shares for which compensation is sought (which in case of any previous Compensating Issue, shall be deemed equal to the WAP following the latest Compensating Issue)

P2 = the subscription price of the Down Round

Q1 = the total number of Shares outstanding prior to the Down Round, on a fully diluted basis

Q2 = the number of Shares issued in the Down Round

* 1. The following issuances of Shares will not trigger an anti-dilution adjustment as set out in article 15.2:
     1. a Compensating Issue;
     2. Shares issued upon a warranty breach or indemnification claim in accordance with the subscription agreement entered into by the parties on or around the Closing Date;
     3. Shares or similar rights issuable upon conversion of preferred Shares into ordinary Shares, or as a dividend or distribution;
     4. Shares issuable upon a stock split, stock dividend, or any subdivision of Shares;
     5. any EPP Share Issue; and
     6. if application of this article has been excluded by Investor Majority.

1. **[Vesting;] Good Leaver; Intermediate Leaver; Bad Leaver**
   1. The Shares held by each Founder Holdco or Founder will vest as follows:
      1. in the first year after the Closing Date none of its Shares will vest;
      2. at the first anniversary of the Closing Date [25]% of its Shares will vest;
      3. as from the first anniversary of the Closing Date the remaining [75]% of its Shares will vest on a monthly basis, each time on the last day of the month, for a period of [36] months, resulting in a vesting of [2.083]% of its Shares per month; consequently, on the fourth anniversary of the Closing Date, 100% of its Shares will have vested;
      4. in the event of an Exit, all its non-vested Shares will vest;
      5. 25% of its aggregate number of Shares will vest in the following events if the Founder Holdco or Founder is not deemed to be a Bad Leaver:
   * dismissal of the Founder Holdco or its managing director and principal shareholder, or the Founder as Manager; or
   * termination of the Founder Holdco’s or Founder’s Management Agreement by the General Meeting or the Company.

**OR**

* + 1. at the date of this agreement, [ \_\_ ]% of its Shares are considered vested;
    2. starting on the date of this agreement, the remaining [ \_\_ ]% of its Shares will vest on a monthly basis, effective as per the last day of each month for a period of [ \_\_ ] months, resulting in a vesting of [ \_\_ ]% of its Shares per month; consequently, as from the [ \_\_ ] anniversary of the date of this agreement, 100% of the aggregate number of the Shares will be vested; and
    3. in the event of an Exit all non-vested Shares will vest.
  1. A Founder HoldCo will be regarded as a “**Bad Leaver**” if such Founder HoldCo or the affiliated Founder acts in such a way that:
     1. can be considered gross negligence or wilful misconduct (*bewuste roekeloosheid of opzet*) in the performance of its duties as a Manager or a breach of section 2:9 of the DCC (*onbehoorlijk bestuur*);
     2. would justify instant dismissal (*ontslag op staande voet*) for the purposes of section 7:678 DCC or a reasonable cause as meant in paragraph (e) of section 7:669(3) DCC insofar as this is mainly attributable to the Founder Holdco or affiliated Founder, in both cases if it had worked on the basis of an employment agreement;
     3. causes a Change of Control of the Founder HoldCo without approval of the Investor Majority (other than due to decease of its affiliated Founder); or
     4. breaches the non-competition clause as referred to in article 17.1.
  2. A Founder HoldCo will be regarded as an “**Early Leaver**“ if the Management Agreement or the Manager position of the Founder HoldCo concerned or its affiliated Founder within the Company terminates as a result of voluntarily leaving the Company within 4 years following the Closing Date without the prior approval of the Investor Majority, on the condition that such approval will not be withheld if the resignation is motivated by difficult personal circumstances, such as severe illness of a family member in the first degree/ spouse or other life partner or (step)child.
  3. A Founder HoldCo will be regarded as a “**Good Leaver**“:
     1. if the Management Agreement or the Manager position of the Founder HoldCo concerned or the affiliated Founder within the Company terminates for a reason other than a Bad Leaver or an Early Leaver; and
     2. in case of disability to work of the Founder for a consecutive period of at least six months, where a resumption of employment for a period of less than one month is included in the period of disability.
  4. If the Founder HoldCo is regarded a Good Leaver, it shall:
     1. within two weeks after qualifying as a Good Leaver offer its unvested Shares to the other Shareholders or, if the General Meeting decides so, to the Company. The price of the offered Shares will be the nominal value of the Shares offered; and
     2. transfer its vested Shares to a Trust Office Foundation against issuance to the Founder HoldCo of an equal number of depository receipts for the vested Shares without meeting rights, resulting in the Founder Holdco maintaining its economic interest in the transferred vested Shares but losing the voting and meeting rights. The managing director of the Trust Office Foundation will be appointed by the General Meeting and the Trust Office Foundation shall vote according to the instructions of the other Shareholders, pro rata to the interest the other Shareholders have, so that effectively the Shares held by the Trust Office Foundation will have no influence on the decision-making process.
  5. If the Founder HoldCo is regarded an Early Leaver, it shall offer its unvested Shares to the other Shareholders, or if the General Meeting decides so, to the Company, within two weeks after qualifying as an Early Leaver, against the nominal value of those Shares, and the vested Shares to the other Shareholders against the following price:
     1. [10]% of the Fair Market Value if the Early Leaver event arises in the first year after the Closing Date;
     2. [30]% of the Fair Market Value if the Early Leaver event arises in the second year after the Closing date;
     3. [60]% of the Fair Market Value if the Early Leaver event arises in the third year after the Closing date; and
     4. [80]% of the Fair Market Value if the Early Leaver event arises after the third year after the Closing date.

Any Shares offered but not accepted by the other Shareholders pursuant to an Early Leaver event shall be transferred to a Trust Office in the manner as set out in article 16.5(b).

* 1. If the Founder HoldCo is regarded a Bad Leaver, its voting and meeting rights will be suspended immediately and it shall offer its Shares to the other Shareholders within 2 weeks after qualifying as a Bad Leaver. The price of the offered Shares will be the nominal value of those Shares.
  2. The provisions of Article 10 will not apply to Shares that are offered on the basis of this article.

1. **Non-competition**
   1. Each Founder Holdco and Founder shall during the period in which they directly or indirectly hold Shares (excluding holding depository receipts for Shares held by the Trust Office Foundation) and for a period of one year thereafter, in the geographical areas in which the Group Companies operate, other than for the benefit of the Group Companies, directly or indirectly refrain from the following acts without explicit written approval of an Investor Majority:
      1. with the exception of an interest of up to 3% in a company which shares are listed on a regulated stock exchange, participating in or otherwise being financially involved with, or being employed as adviser or employee for a company that offers or develops products, services, or both that are in competition with the products or services the Group Companies offer or develop; or
      2. contacting employees of the Group Companies to induce them to terminate their employment, or offering them directly or indirectly an employment contract or management contract; or
      3. contacting clients, customers, suppliers, or other business relations of the Group Companies for the purpose of offering them (whether or not on behalf of a Third Party) products or services that are in competition with the products or services of the Group Companies or inducing them to break off their relationship with the Group Companies; or
      4. using the trademark or any word mark or pictorial mark or logo used at such time by the Groups Companies or resembling it to such degree that there is danger of confusion.
   2. In case of a breach of paragraph 1 of this Article, the Company or any of the other parties shall give written notice of default to the party responsible for the breach and demand that the party responsible for the breach shall cease and undo the breaching activity immediately. If the party responsible for the breach does not comply with this notice, that party will be liable to pay the Company an immediately payable penalty of EUR 25,000 for each breach and a penalty of EUR 1,000 for each day that the breach continues, without prejudice to the Company’s right to recover damages in excess of the amount of such penalty.
2. **Confidentiality**
   1. No party shall disclose any Confidential Information that it is or becomes aware of while participating (directly or indirectly) in the Company or being employed as Manager or employee or as member of the Supervisory Board of the Company.
   2. Each party may disclose Confidential Information to its employees, Affiliated Parties, limited partners, shareholders, and advisors on a need-to-know basis and on the condition that they are bound by confidentiality obligations regarding the disclosed Confidential Information.
   3. The confidentiality obligations set forth in this agreement do not apply in the following events:
      1. the disclosed Confidential Information is already public when the disclosing party discloses it to the receiving party or becomes public (other than as a result of breach of this agreement by the receiving party) after the disclosing party discloses it to the receiving party;
      2. the disclosed Confidential Information is known to, developed by, or in the possession of the receiving party before the disclosure by the disclosing party, as evidenced by a written document predating the date of disclosure;
      3. the disclosed Confidential Information must be disclosed by law or by any authority; or
      4. the Management Board discloses Confidential Information about the Company or its Business in the best interest of the Company (e.g. to raise the next financing round) on the condition that each receiving person is bound by confidentiality obligations regarding the disclosed Confidential Information.
3. **Duration**
   1. This agreement is in effect for an indefinite period and is non-terminable (*niet opzegbaar*), unless provided otherwise in this agreement.
   2. A party ceases to be a party to this agreement from the date that it ceases to directly or indirectly hold any Shares, which does not include holding depository receipts for the Shares held by the Trust Office Foundation.
   3. This agreement will terminate by operation of law if all Shares are held by one party.
   4. The provisions of Article 17 (Non-competition), Article 18 (Confidentiality), and Article 22 (Applicable law; competent court) will survive termination of this agreement.
4. **Costs**
   1. Each party shall bear its own costs and expenses with respect to the negotiation, preparation, signing, and performance of this agreement, except that the Company shall bear the costs of [Investor counsel] in connection with the drafting of this agreement.
5. **Miscellaneous**
   1. Any notice to be given by a party pursuant to this agreement will be in writing (including by email) and will be sent to the address of the applicable party as set out in the preamble to this agreement. Each party may change its address by giving notice to the other parties.
   2. The parties shall not transfer this agreement, or rights or obligations under this agreement entirely or partly to another party without approval in writing from the other parties, save as provided for in this agreement.
   3. In the event of a conflict between the provisions of this agreement and the Articles of Association, the provisions of this agreement will, as far as possible, prevail between the parties. The parties shall amend the Articles of Association in order to make them consistent with this agreement. If pursuant to law such amendment is not possible, the parties shall to the fullest extent possible use all their rights in such way to give effect to this agreement.
   4. This agreement (and the documents referred to or incorporated in it or that are being signed on the Closing Date) constitute the whole agreement between the parties relating to the subject matter of this agreement, and supersede any previous arrangement, understanding or agreement between them relating to the subject matter that they cover[, including the shareholders agreement in respect of the Company dated [ \_\_ ]].
   5. This agreement may be amended with a majority of [90% of the votes cast in the General Meeting and Investor Majority], except that no amendments can be made that materially and adversely affect the rights of certain [class of] Shareholders in a disproportionate manner vis-à-vis the other [classes of] Shareholders. The parties in addition agree and acknowledge that in case of future financing rounds that involve the issuance of Shares to one or more third parties, the provisions of this agreement may need to be renegotiated and amended and/or a new shareholders’ agreement may need to negotiated and entered into in order to facilitate the participation of such third party or parties in the Company. The parties shall take all such actions as may be reasonably required or useful, and otherwise cooperate in good faith, in order to facilitate such (re)negotiations and participation in the Company by such third party or parties. In case Shareholders representing at least a [supermajority of 2/3rd of all Shares, including the Investor Majority] approve any such amendments to this agreement or approve to enter into such new shareholders’ agreement, and provided that such amendments or new shareholders’ agreement will not adversely affect the rights of the Shareholders that has not approved such amendments or new shareholders’ agreement in a disproportionate manner vis-à-vis the other Shareholders, all parties are required to enter into such amendments to this agreement or such new shareholders’ agreement.
   6. Each Shareholder hereby provides an irrevocable power of attorney to each member of the Management Board to sign on their behalf a Deed of Adherence with any new Shareholder due to the issue or transfer of Shares in accordance with this agreement.
   7. If any (or part of any) provision of this agreement is found to be invalid, unenforceable, or illegal, the other provisions will remain in force. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted or modified, that provision will apply with whatever modification is necessary to give effect to the intention of the parties.
   8. This agreement cannot be annulled (*vernietigd*), rescinded (*ontbonden*), or otherwise terminated, nor can modification of (the effects of) this agreement on the grounds of neutralization of detriment (*wijziging ter opheffing van nadeel*) be requested by any party, save as provided for in this agreement.
6. **Applicable Law and Competent Court**
   1. This agreement is governed by and will be construed in accordance with the laws of the Netherlands.
   2. Any dispute arising out of this agreement will be exclusively submitted to the exclusive jurisdiction of the competent court of [ \_\_ ], the Netherlands.

[*signature page follows*]

The parties sign this agreement on the date stated in the introductory clause.

|  |  |
| --- | --- |
| **INVESTOR 1**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Title: | **[INVESTOR 2]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Title: |
| **[ \_\_ ]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Title: | **[ \_\_ ]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Title: |
| **[ \_\_ ]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Title: | **[ \_\_ ]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Title: |

|  |  |
| --- | --- |
| **[ \_\_ ]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Title: | **[ \_\_ ]**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Title: |

**Schedule (B) – Cap table**

**Schedule 1.1 – Definitions**

**Affiliated Party** means with respect to a legal entity or natural person (for this purpose a first person):

1. every subsidiary of such first person;
2. every legal entity of which such first person is a subsidiary and every other legal entity that is a subsidiary of such legal entity;
3. if such first person is an investor, any investment fund or similar entity managed by:
   * one or more investment managers of such first person;
   * the same general partner or manager as such first person; or
   * any other general partner or manager within the same group as such first person or its general partner; or
   * a person referred to under (a) and (a) in relation to such fund,

except for portfolio companies;

1. if the first person is a natural person:
   * any business or person under the Control of such first person;
   * its Family Member(s) or any trust set up wholly for the benefit of such first person or any of its Family Member(s); and
   * each business or person over which its Family Member(s) exercise(s) Control,

except that the Company will be deemed not to be an Affiliated Party of any of the parties.

**Articles of Association** means the articles of association of the Company, as these read at the relevant time.

**Budget** means the budget (including profit and cash-flow forecasts) of the Company and any subsidiaries, referring to a period of 12 months.

**Business Plan** means the qualitative substantiation of a Budget, setting out future prospects and market strategies for the Company and any subsidiaries, including information on expected turnover and investments, anticipated financing needs and expected results for a period of 12 months.

**Cap Table** means the capitalization table attached as **schedule (B)**, as may be amended from time to time.

**Change of Control** means a change of Control over a Shareholder through a direct or indirect transfer to another legal or natural entity of (some of) its shares or (some of) its voting rights or the rights to appoint the management of the Shareholder entirely or partially, which results in a shift of the Control over the Shareholder from one party to another party.

**Closing Date** means [ \_\_ ], or another date the parties have agreed upon in writing.

**Confidential Information** means all data and information of a confidential nature, including confidential data and information about:

* the marketing of goods and services, including names and lists and other details of clients, financial information, sales targets, sales and market share statistics, prices, costs, investigation reports of market shares and statements, and advertising or other promotional material;
* the information technology and Intellectual Property Rights of a party;
* future projects, developments, and plans for business activities, business relationships, and negotiations;
* any information relating to this agreement; and
* the business or affairs of a legal entity,

whether or not such data and information was marked or expressly stated as being ‘confidential’ (and, in relation to a party, whether provided orally, in writing or electronically, received or obtained by such party or by its employees, agents, or advisers).

**Control** means in relation to a person (either a natural person or a legal entity):

* to directly or indirectly hold more than 50% of the voting rights in that person or having an irrevocable option in respect thereof; or
* the right (by contract or otherwise) to appoint directly or indirectly a majority of the management board members of that person or to have an irrevocable option in respect thereof.

**DCC** means Dutch Civil Code.

**Deed of Adherence** means the deed pursuant to which a new party may adhere to this agreement in conformity with the draft attached hereto as **schedule 14.1**.

**Down Round** means a round of financing in which the Company issues Shares or options or securities that are convertible into Shares against a price per Share that is less than the subscription price paid by the Investors, with the exception of an EPP Share Issue.

**Encumbrance** means any encumbrance or security interest whatsoever including any mortgage, pledge, right of usufruct, right of pre-emption, option, conversion right, third party right, title retention and any other preferential right, agreement or arrangement having similar effect.

**EPP** has the meaning specified in article 9.1.

**EPP Share Issue** means an issuance of Shares or rights in respect of Shares that would normally be subject to statutory pre-emption rights (including any or depository receipts of Shares) to employees or service providers of the Company (other than the Founders) in accordance with the Company’s EPP.

**Exit** means a disposal or disinvestment of direct and indirect shareholder interests in the Company which can take the form of (i) a Liquidity Event or (ii) the admission to trading (*beursgang*) of the Shares on any regulated market (*gereglementeerde markt*).

**Fair Market Value** means the market value as agreed between the parties. If the parties do not reach an agreement on the market value, an independent expert must be mutually appointed. This expert (not being an arbitrator) must determine the market value in the form of a binding advice (*bindend advies*) as referred to in section 7:900 et seq. DCC) to which the parties shall adhere and comply. The Company shall bear the expenses of such independent expert.

**Family Member** means, in relation to a natural person its spouse, registered partner (*geregistreerd partner*) and any natural person related by blood or affinity in the second degree.

**Founder Holdco**: [ \_\_ ].

**Founders**: [ \_\_ ].

**General Meeting** means the general meeting of the Company.

**Golden Share** the profit-free(*winstrechtloos*) single priority share of the Company, with a nominal value of € [0.01].

**Group Companies** means the Company, and its present and future subsidiaries and other group companies within the meaning of section 2:24b DCC.

**Intellectual Property Rights** means all copyrights, neighbouring rights, database rights, patent rights, trademark rights, trade name rights, design rights, portrait rights, trade secret rights, rights in domain names, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, related dependent or ancillary rights and priority or goodwill rights and all similar or equivalent rights or forms of protection in any part of the world.

**Investors** means [Investor 1, [ \_\_ ] /and each future investor agreed to be included in the definition of Investors].

**Investor Majority** means (the affirmative vote of the) Investors that represent a simple majority of the Shares held by the Investors, whereby no meeting of holders of Shares with voting rights is required to approve matters that require Investor Majority as long as all Investors are properly informed of the relevant decision.

**IPO** means an initial public offering of the Company or Affiliated Party thereof.

**Liquidity Event** means (i) the sale or exclusive licensing of all or substantial part of the business operations or assets of the Group Companies (be it by the Company itself or by another Group Company pursuant to a transaction at that level, in which event the transaction proceeds will be, subject to the statutory provisions applicable to the making of distributions, distributed upwards to the Company), or (ii) a liquidation, legal merger, legal division, sale of Shares, or any other similar event (including an IPO) that upon closing of such event results in the Shareholders having less than the majority of the Controlling rights in the Company, in each case whether through a single transaction or a series of related transactions.

**Liquidity Proceeds** means the net proceeds realized at the Liquidity Event available for distribution among the Shareholders (after repayment or payment by the Company of any and all amounts, sums, liabilities and obligations then due and payable by the Company to its creditors).

**Management Agreements** means the management agreements between the Company and each of [ \_\_ ].

**Management Board** means the management board (*bestuur*) of the Company.

**Managers** means the members of the Management Board.

**Mission** has the meaning specified in article 3.1.

**Mission Commitments** has the meaning specified in article 3.2.

**Prohibited Person** means (i) any Sanctioned Person, or (ii) any person(s) prohibited by any applicable law from holding a share in the Company, or any Affiliated Party, family member or otherwise related person of a Prohibited Person.

**Sanctioned Person** means any person, organisation or vessel that is:

* + 1. listed on, or owned or controlled (as such terms, including any applicable ownership and control requirements, are defined and construed in the applicable Sanctions or in any related official guidance) by a person or organisation listed on, a Sanctions List;
    2. a government of a Sanctioned Territory;
    3. an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Territory;
    4. resident or located in, operating from, or incorporated under the laws of, a Sanctioned Territory; or

otherwise a target of any Sanctions, or is acting on behalf of any of the persons listed in paragraphs ‎(a) to ‎(d) above, for the purpose of evading or avoiding, or having the intended effect of or intending to evade or avoid, or facilitating the evasion or avoidance of any Sanctions.

**Sanctioned Territory** means any country or other territory subject to a general export, import, financial or investment embargo under any Sanctions, which, as of the date of this agreement, includes Crimea, Cuba, Iran, North Korea, Russia and Syria.

**Sanctions** means any international trade, economic or financial sanctions laws, export controls, embargo, or similar restrictive measures administered, enacted or enforced by a Sanctions Authority.

**Sanctions Authority** means the United Nations, the United States of America, the European Union, the United Kingdom, the Netherlands, any other sanctions authority and the governments and official institutions or agencies of any of the foregoing.

**Sanctions List** means any of the lists of designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended, supplemented or substituted from time to time, including, without limitation, the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Union and the Consolidated List of Financial Sanctions Targets in the United Kingdom maintained by Her Majesty’s Treasury.

**Shareholders** means all holders of Shares from time to time.

**Shares** means all shares in the capital of the Company, regardless of their class.

**Strategic Performance Metrics** has the meaning specified in article 7.1.

**Supervisory Board** means the supervisory board (*raad van commissarissen*) of the Company.

**Third Party** means a legal or natural entity that is not a party to this agreement and not an Affiliated Party to one of the parties.

**Trust Office Foundation** means the trust office foundation (*stichting administratiekantoor*) that holds Shares issued as part of a EPP Share Issue, or to which Shares are transferred on the basis of article 16.5 or pursuant to a Mandatory Offer Circumstance.

**Schedule 3.6 – Impact Policy**

***IMPACT POLICY [TARGET]***

This impact policy forms an integral part of the shareholders agreement of [TARGET] dated [DATE], as amended from time to time (**Shareholders Agreement**). Capitalized terms used in this schedule shall have the same meaning as ascribed to them in the Shareholders Agreement.

1. **Responsible business conduct**
   1. To further the Mission Commitment of responsible business conduct**,** the Company undertakes to**:**
      1. consider its actual and potential positive and negative impacts on people and the environment over the short-, medium-, and long-term;
      2. consider the effect of environmental and social factors on its financial position, performance, and cash flows over the same timeframes;
      3. implement specific practices, policies, or future initiatives to transition toward a more sustainable economy, including: (i) Reducing water and electricity consumption, GHG emissions, and pollution, (ii) Enhancing product safety, (iii) Improving working conditions, equal treatment, and providing sustainability training for the workforce, (iv) Establishing industry partnerships related to sustainability projects, (v) Developing and implementing initiatives to minimize negative impacts and enhance positive impacts of Company activities on ESG factors.;
      4. ensure high standards of entrepreneurship and integrity will be upheld and any form of bribery, corruption, and extortion will be resisted and prevented; abd
      5. strive to create a safe working environment which is free from unsolicited, unwelcome, disrespectful or offensive behaviour.
   2. The undertakings set out in article 1.1 will actively be maintained and extended from time to time in a way that is appropriate to the stage and size of the business [and with the intention to realize full compliance with SME ESG Legislation].

**SME ESG Legislation** means a collection of European and international guidelines and legislative frameworks applicable to Small and Medium-sized Enterprises (SMEs) for managing environmental, social, and governance (ESG) practices. The defined categories are:

1. European Legislation Directly Applicable to European SMEs:
   * VSME (Voluntary SME Sustainability Disclosure Guidelines) : Provides European SMEs with guidance on voluntary sustainability disclosure, helping them communicate their sustainable practices and impacts effectively.
   * Legislation about green marketing claims and avoidance of greenwashing
2. International Guidelines:
   * OECD Guidelines for Multinational Enterprises: Offers principles and standards for responsible business conduct for enterprises operating internationally.
   * UN Guiding Principles on Business and Human Rights: Sets out a global standard for addressing adverse impacts on human rights associated with business activities.
   * International Bill of Human Rights: Encompasses the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Covenant on Economic, Social, and Cultural Rights.
   * ILO Conventions: Establishes international labor standards to ensure fair working conditions.
3. EU Legislation Not Directly Applicable to SMEs (due to size restrictions) that can be used as guidelines:
   * The Taxonomy Regulation (Regulation (EU) 2020/852): Provides a framework to facilitate sustainable investment, applicable as a best practice guide.
   * Corporate Sustainability Reporting Directive (CSRD): Encourages comprehensive reporting on social and environmental impacts, serving as a guideline for SMEs.
   * Corporate Sustainability Due Diligence Directive (CSDD): Aims to foster sustainable and responsible corporate behavior through due diligence practices across global supply chains.
4. **Impact Reporting Principles**
   1. The Company’s impact reports shall contain regular updates on:
      1. Its actual and potential positive and negative impacts on people and the environment over the short-, medium-, and long-term and
      2. the effect of environmental and social factors on its financial position, performance, and cash flows over the same timeframes.

The impact reports must be relevant, accurate, comparable, understandable, and verifiable, in alignment with recognized standards and include, as necessary, additional information (e.g., metrics and narrative disclosures) on sustainability issues specific to the Company’s sector or operations, including Scope 3 GHG emissions where applicable, to ensure a complete and faithful representation of sustainability performance. The Company must report comparative information with the previous year baseline starting from the second year of reporting onwards. When the reporting standard requires the disclosure of trade-sensitive data, the Company can omit this information, specifying why it believes the data is qualified as trade-sensitive. The information from the sustainability reporting will be coherent with the financial information presented in the financial reports.

* 1. When setting the Strategic Performance Metrics, the Management Board will ensure that the metrics encompass science and research-based measurable targets to proactively identify, prevent, address, and remediate potential risks and adverse impacts on the Company and stakeholders, including human rights, social, health, and environmental concerns. The Company will commit to increasingly ambitious impact targets each year, ensuring that sufficient budget is allocated to increase impact results, when circumstances allow.
  2. The Strategic Performance Metrics require the Company to set a GHG reduction targets and climate transition plan to achieve Net Zero by [2030], validated by [the Science Based Targets Initiative] to be developed within 12 months from the request of Investor 1/the Investor Majority. This provision shall be mandatory if the Company operates in high climate impact sectors.

1. **Remuneration policy and Diversity**
   1. **Incentives & Impact-related Remuneration.** The Management Board will implement a Company-wide fair remuneration policy that encompasses equal pay for equal work, rewards based on value creation through financial performance, impact and sustainability, and the effect on stakeholders. This policy will ensure:
      1. the payment of a living wage throughout the Company [and its suppliers],
      2. maintain a balanced remuneration ratio between the highest and lowest earners, and
      3. promote the continuous development and attraction of talent.

If the remuneration includes a bonus structure, the performance targets for directors, managers, and employees will integrate both financial and non-financial (sustainability and impact) goals, which align with the Mission. These targets will be strategically linked, straightforward to evaluate, and will ensure that sustainability and impact objectives account for [at least [50]%/part] of the variable bonus component, effectively balancing short and long-term goals.

* 1. **Timing**. The Management Board will within [6] months following [a request thereto by an Investor/the Closing Date] prepare the remuneration policy in line with the parameters set out above. The remuneration policy and any changes thereto require consent from the General Meeting, including the Investor Majority.
  2. **Diversity**. The Company and the Shareholders shall strive to consciously work to create a diverse leadership team that is inclusive across gender, ethnicity, age, sexual orientation, disabilities, and national origins. The Company and the Shareholders aim to reduce the potential impact of unconscious bias for key C-level, the Management Board and senior roles. The Company will adopt and implement an equal opportunities approach to recruitment.
  3. **EPP**. The EPP will be open to employees and the flexible workforce, regardless of seniority, excluding founders with an existing interest exceeding [\_\_]% of the issued capital on a fully diluted basis. Incentives under the EPP will be distributed based on performance, equally assessed through the achievement of Strategic Performance Metrics.

1. **Stakeholder involvement**
   1. **Management Board Responsibilities**. When acting in the best interest of the Company, the Management Board must consider the interests of a broad range of stakeholders (being the parties that are affected by or benefit from the actions of the Company, either directly or indirectly). This includes, but is not limited to, employees, customers, suppliers, community members, and the environment.
   2. **Shareholder Support**. Shareholders shall exercise their voting rights and other shareholder rights in a manner that supports the Management Board's commitment to consider stakeholder interests and sustainability issues. This commitment is fundamental to the exercise of their rights and responsibilities as shareholders of the Company.
   3. **Stakeholder involvement**. To ensure stakeholder involvement, the Management Board will aim to implement at least the following mechanisms: (i) initial stakeholder identification, (ii) public reporting on impact (iii) stakeholder dialogue channels and (iv) grievance channels to record, investigate, and resolve complaints from stakeholders.
   4. **Stakeholder identification**. To determine the stakeholders of the Company and their interests, at least the following groups should be scrutinised, considering the likely consequences of Company decisions in the long term (beyond 3-5 years) under its sphere of influence:
      1. Shareholders;
      2. company’s employees and flexible workforce;
      3. customers and end-users;
      4. employees in the supply chain;
      5. communities affected by the operations of the company;
      6. communities affected by the company’s supply chain;
      7. the local and global natural environment, including nature and the climate;
      8. users of information disclosed by the company regarding it’s financial and impact/sustainability performance: business partners, investors, lenders, NGOs etc.
2. **Impact Breach**
   1. In the event of a material breach of this Impact Policy by the Company (an **Impact Breach**), the Company shall have a period of 12 months to remedy the Impact Breach following notice by any party, provided that each Shareholder shall use its reasonable efforts to cooperate with the Company remedying such Impact Breach, to the extent required.
   2. In the event that a Shareholder becomes aware of a breach of the Impact Policy by the Company, which could reasonably result in an Impact Breach, such Shareholder shall give written notice to the Company and [Investor 1 /each Investor] as soon as is reasonably practicable after its discovery of such breach.
   3. If an Impact Breach has not been remedied by the Company within the remedy period specified above, then [Investor 1 /each Investor] shall be entitled to sell and transfer its Shares to any party (including a Third Party) without any transfer restrictions, after giving notice to the Company of its intention to sell and transfer its Shares within 6 months after the end of the remedy period, in the absence of which notice the right to transfer unrestricted will lapse in connection with the specific Impact Breach.
3. **Other**
   1. **Resources**. All parties commit to continuously allocate sufficient monetary and team resources to allow the Company to comply with this Impact Policy and with its impact reporting obligations.
   2. **Amendments**. Changes to this Impact Policy can be made by the Management Board following approval from the General Meeting, including the Investor Majority.

**Schedule 3.8 – Guiding Principles**

The agreed guiding principles are:

* **Honesty** – the parties strive to have transparent exchanges at all levels within their relationship, including through actively trying to express and understand the reason behind a question, issue or matter in order to provide a complete, relevant and honest answer. The parties will use their best efforts to ensure that listening to and taking account of all points of view is part of the implementation of their shared vision and a driver for positive impact.
* **Integrity** - the parties must align their words and their actions and will continually strive to make and implement decisions that are consistent with these guiding principles and their shared vision. The parties will not say one thing while doing another.
* **Reciprocity** - exchanges, whether large or small, will be mutually beneficial over the long term. A party will only make a demand which it is willing to reciprocate, either in the same or an equivalent form (either immediately, or within the life of the relationship).
* **Equity** - each party or stakeholder that contributes to the Company will be compensated in a fair manner, be it financial or in other forms of compensation, in proportion to the value, risk, or investment made in the relationship or the impact caused by the Company. When unpredictable situations arise that have not been addressed in the agreements, the parties will work to remedy any inequities.
* **Consistency** – the parties commit to be consistent in adhering to their commitments, meaning that the parties will treat each other’s interests equally and be faithful to the partnership and to what they have agreed.
* **Autonomy** - no party will seek to use its power to persuade or induce the other to make a decision that is against its best interests or contrary to their shared vision. Each party has the right to ask relevant questions which help solve any uncertainties. All parties strive to make all relevant information available to each other in a transparent and equitable manner, to allow each party to make good decisions for itself and in the interest of the shared vision, avoiding information asymmetry.
* **Transparency** - the parties shall organise, engage and work fairly for the full and honest disclosure of necessary information, to prevent undermining the quality of decision-making processes and promote equitable and efficient information access and accountability.

**Schedule 4.6 – Management Board resolutions requiring approval**

1. the takeover or participation in or divestment of a company or undertaking or the entry into or termination of strategic cooperation with any other company or the sale or transfer of control over all or a substantial part of the assets or activities of the Company;
2. substantial amendment, extension, or limitation of the Company’s activities;
3. entering into, amending or terminating any contract, investment or expenditure on any one item, or series of related items, representing a value in excess of [EUR 25,000], except for sales contracts in the ordinary course of business;
4. any actions not in the normal course of business or not at arm’s length;
5. the provision of a loan or security, including but not limited to the conclusion (or renewal) of agreements by which the Company acts as surety or as joint and several co-debtor or binding itself on behalf of a third party;
6. the initiation of a lawsuit or the conduct of legal proceedings for or settlement of any claims exceeding the amount of [EUR 25,000], save for legal action in the event of urgency to secure the position of the Company, in which case approval is to be obtained with the least possible delay after initiating the legal proceedings;
7. the signing, amendment, or termination of any agreement with a Manager or Shareholder or any person who is an Affiliated Party to a Manager or Shareholder;
8. the granting, amendment or withdrawal of any authority to represent the Company;
9. to conclude or amend an employment agreement or service agreement with, or to hire or dismiss, a person who receives a payment of more than [EUR 75,000] per year;
10. the establishment or amendment of an employee participation plan;
11. the disposal of or Encumbrance of Intellectual Property Rights of the Company, or the granting of a licence under those rights, except for the granting of licences in the ordinary course of the Company’s business;
12. the raising of new financing from current or new finance providers;
13. the appointment or change of the Company’s accountant;
14. the repurchase of Shares or sale of repurchased Shares;
15. negotiate or permit the disposal of Shares amounting to an Exit or listing of Shares by means of an IPO.
16. engage any broker, advisor or investment bank to provide services for an Exit (including an IPO);
17. offer superior registration rights to any future shareholder in relation to an IPO without offering substantially similar rights to the Investor;
18. the exercise of voting rights attached to shares in subsidiaries of the Company in respect of the matters in this schedule or **schedule 6.2**; and
19. offer a voluntary arrangement (*onderhands akkoord*) to its creditors, file a petition for court-approval of a scheme of arrangement, apply for a moratorium (*surséance van betaling),* or file a petition for bankruptcy.

**Schedule 6.2 – Shareholders resolutions requiring approval**

1. appoint, dismiss, or suspend Managers;
2. install a Supervisory Board;
3. approve the Budget and Business Plan;
4. adopt the annual accounts;
5. declare or pay dividend and any other distributions either in cash or in kind, including by means of set-off (*verrekening*);
6. amend the Articles of Association;
7. enter into a legal merger or legal division,
8. instruct the Management Board to file a petition for bankruptcy of the Company, or to dissolve the Company;
9. issue Shares or to modify, cancel, exclude or limit statutory pre-emption rights, or to authorize a corporate body to do so;
10. reduce the share capital of the Company.

**Schedule 14.1** **– Template deed of adherence**

This template of a deed of adherence to the Shareholders agreement can be used and completed when a party becomes a party to the Shareholders agreement.

**Deed of Adherence**

IN RESPECT OF THE SHAREHOLDERS AGREEMENT CONCERNING [ \_\_ ] B.V.

**This deed is made on [DATE] between:**

The various parties to the Shareholders agreement (defined in recital (A)), whose names are listed on the signature page to this deed;

and

[ADHERING PARTY] (**Adhering Party**).

**Whereas:**

1. The current shareholders of the Company are parties to a Shareholders agreement dated [ \_\_ ] (the Agreement);
2. Defined terms in this deed shall have the same meaning as in the Agreement, unless defined otherwise in this deed;
3. The Agreement requires any party acquiring Shares to adhere to the Agreement;
4. OPTION 1 – TRANSFER OF SHARES AND LEAVING SHAREHOLDER
5. [NAME SHAREHOLDER] (**Leaving Shareholder**) wishes to sell and transfer [NUMBER] [TYPE] Shares, numbered [ \_\_ ] through [ \_\_ ], with a nominal value of [ \_\_ ] Euro in the share capital of the Company to the Adhering Party; and
6. The Adhering Party is willing to adhere to the Agreement and to consecutively acquire the rights and obligations of the Leaving Shareholder under the Agreement as a holder of [ordinary/preferred] Shares.
7. OPTION 2 – NEW ISSUANCE OF SHARES
8. The Adhering Party wishes to subscribe to [NUMBER] [TYPE] newly issued Shares, numbered [ \_\_ ] through [ \_\_ ], with a nominal value of [ \_\_ ] Euro in the share capital of the Company; and
9. The Adhering Party is willing to adhere to the Agreement and to consecutively acquire the rights and obligations of a holder of [ordinary/preferred] Shares.

END OF OPTIONS

**The parties have therefore agreed as follows:**

1. The Adhering Party becomes a party to the Agreement as a holder of [ordinary/preferred] Shares and accepts the terms of the Agreement from the date of this deed, insofar as rights and obligations for the Adhering Party follow therefrom. The other parties accept the Adhering Party as a party to the Agreement and confirm the Adhering Party has the accompanying rights as per the date of this deed.

2. This deed is governed by and will be construed in accordance with the laws of the Netherlands. Any dispute arising out of, or in connection with, this deed will be resolved in accordance with the provisions of Article 15.9 of the Agreement.

This deed is signed on the date first written above.

**[PARTIJ A]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: [ \_\_ ]

[FUNCTIE]

**[PARTIJ B]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: [ \_\_ ]

[FUNCTIE]